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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11

CHARTER COMMUNICATIONS, INC., *et al.*,

Case No. 09-11435 (JMP)

Debtors.

(Jointly Administered)

OBJECTION TO PROPOSED CURE AMOUNT AND REQUEST FOR PAYMENT OF CURE

Wilen Media Corporation (“Wilen”), by its undersigned counsel, for its Objection to (the “Objection”) to the Debtors’ proposed Cure Costs as set forth in the Notice to Counter Parties to Executory Contracts to be Assumed Under the Plan (the “Notice”) states as follows:

Background

1. Wilen is the counterparty to one (1) contract and one (1) addendum (collectively, the “Contract”) with the Debtors as identified in Exhibit A hereto.
2. On May 7, 2009, the Bankruptcy Court entered an order approving the Disclosure Statement of Charter Communications, Inc., and its Debtor affiliates (collectively, the “Debtors”) [D.E. #323].

3. On or about July 9, 2009, Wilen received two copies of the Notice, which set forth the Debtors' proposed cure amounts for contracts it is seeking to assume pursuant to its Joint Plan of Reorganization, filed May 7, 2009 [D.E. #320]. One copy of the Notice was sent to Wilen Media Corporation, Attn: General Counsel, 5 Wellwood Avenue, Farmingdale, NY 11735, and referenced "Procurement" and "Direct Mail Services" contracts. One copy of the Notice was sent to Wilen Media Corporation, Wilen Media, 5 Wellwood Avenue, Farmingdale, NY 11735 and referenced "Other Corporate Contracts."¹

Cure Objection

4. Wilen disputes the Debtors' Proposed Cure Obligations. Wilen's records indicate that \$858,065.84 (the "Cure Amount") is due and owing under the Contracts as of August 27, 2009, and that amount must be paid in connection with the assumption of the Contracts.

5. Wilen hereby reserves its rights to amend and/or supplement this cure objection, including without limitation adding any obligations that accrue, arise, or are related to a pre-assignment period that subsequently become known to Wilen with respect to the Contracts, or other documents that the Debtors assert exist between Wilen and the Debtors. In addition, Wilen reserves its rights to object to any proposed assignee, evidence of adequate assurance, and proposed assignment order when such parties and documents become available and are provided to Wilen.

WHEREFORE, Wilen requests that the Court enter an order (i) requiring the

¹ While the Debtors' records indicate that it is party to three or more contracts with Wilen, Wilen's records show that it is party to only one advertising contract and one addendum to that advertising contract with the Debtors.

Debtors to pay the Cure Amounts; (ii) granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 31, 2009

HALPERIN BATTAGLIA RAICHT, LLP
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